

-
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA

Administrative Committee Meeting

August 9, 2006

9:00 a.m.

Location

SANBAG

Super Chief Conference Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA

Administrative Committee Membership

Chair – SANBAG Vice President

Council Member Jim Lindley

City of Hesperia

SANBAG President

Supervisor Dennis Hansberger

County of San Bernardino

SANBAG Past President

Supervisor Paul Biane

County of San Bernardino

Mt./Desert Representatives

Mayor Pro Tem Rick Roelle

Town of Apple Valley

Council Member Darrell Mulvihill

City of Big Bear Lake

Supervisor Bill Postmus

County of San Bernardino

East Valley Representatives

Mayor Pro Tem Bea Cortes

City of Grand Terrace

Mayor Bob Christman

City of Loma Linda

Supervisor Josie Gonzales

County of San Bernardino

West Valley Representatives

Council Member Gwenn Norton-Perry

City of Chino Hills

Mayor Paul Eaton

City of Montclair

Supervisor Gary Ovitt

County of San Bernardino

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

***As a Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

AGENDA

Administrative Committee Meeting

**August 9, 2006
9:00 a.m.**

Location: SANBAG, Super Chief Conference Room, 1170 W. 3rd Street, 2nd Floor,
San Bernardino

CALL TO ORDER 9:00 a.m.

(Meeting Chaired by Council Member Jim Lindley)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Anna Aldana

Notes/Actions

1. **Possible Conflict of Interest Issues for the Administrative Committee Meeting August 9, 2006.** Pg. 5

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by member request.

Administrative Matters

2. **Attendance Register** Pg. 6

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Consent Calendar Continued....

3. **Procurement Report for July 2006** Pg. 8
Receive Monthly Procurement Report. **Terrence J. McGuire**

Discussion Items**Administrative**

4. **Appropriations Limitation for Fiscal Year 2006/2007** Pg. 10
Adopt Resolution 07-003 to establish appropriations limit at \$778,093,010. **Terrence J. McGuire**
5. **SANBAG Policy on California Public Records Act – Request and Fees Policy** Pg. 13
Approve amendments to SANBAG Policy 10027, California Public Records Act Request and Fees Policy, to update information related to availability of documents and to increase the fees for single copy and bound documents. **Deborah Barmack**
6. **SANBAG Policies relative to Compensation Administration and Work Hours, Leaves, and Absences** Pg. 16
1. Approve amendment to SANBAG Policy No. 10107, Compensation Administration, eliminating the reference to completion of probation; and
2. Approve amendment to SANBAG Policy No. 10111, Work Hours, Leaves, and Absences, providing for vacation leave after three months employment and eliminating the reference to completion of probation. **Deborah Barmack**
7. **Smith, Watts & Co. Contract Extension for State Advocacy Services** Pg. 21
Approve Amendment No. 1 to Contract 03-007 to extend contract for state advocacy services. **Jennifer Franco**

Program Support/Council of Govts.

8. **Award of Contract C07010 for Disclosure Counsel** Pg. 27
Approve Contract C07010, Nossaman, Guthner, Knox & Elliott, LLP for Disclosure Counsel Services in an amount not to exceed \$100,000. **Terrence J. McGuire**

Program Support/Council of Govts. (Cont.)

9. **Investment Policy No. 201000** Pg. 40
Review and recommend approval of modification to Investment Policy No. 20100. **Terrence J. McGuire**
10. **Marion Ashley, Riverside County Board of Supervisors,** Pg. 44
letter regarding creation of an Inland Empire Metropolitan Planning Organization (MPO)
Discuss the creation of an Inland Empire MPO and provide direction. **Tony Grasso**

Comments from Committee Members**Public Comment****ADJOURNMENT****Additional Information****Acronym List**

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Complete packages of the SANBAG agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: August 9, 2006

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
7	03-007-01	Smith, Watts & Company <i>Mark Watts</i>	None
8	C07010	Nossaman, Guthner, Knox & Elliott <i>Barney A. Allison</i>	None

Financial Impact: This item has no direct impact on the 2006/2007 Budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and policy committee members.

<p><i>Approved</i> <i>Administrative Committee</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>	
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ADMINISTRATIVE COMMITTEE ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July*	Aug	Sept	Oct	Nov	Dec
Paul Biane		X		X	X							
Kelly Chastain	X	X	X	X	X							
Robert Christman	X	X	X	X	X	X						
Bea Cortes	X	X	X	X		X						
Paul Eaton	X	X			X							
Josie Gonzales	X					X						
James Lindley	X			X	X	X						
Dennis Hansberger	X	X	X	X		X						
Darrell Mulvihill	X	X	X	X	X	X						
Gary Ovitt	X	X										
Gwenn Norton-Perry		X		X		X						
Bill Postmus												
Rick Roelle	X	X	X	X	X							

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.

* The Administrative Committee did not meet in July.

ADMINISTRATIVE COMMITTEE ATTENDANCE ROSTER - 2005

Name	Jan	Feb*	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Biane	X			X	X	X	X	X	X	X	X	X
Kelly Chastain	X		X		X	X	X	X	X	X	X	X
Robert Christman			X	X	X	X		X	X	X	X	
Bea Cortes			X	X	X	X	X	X	X	X		X
Paul Eaton	X		X	X		X			X	X	X	X
Josie Gonzales	X			X	X	X	X				X	X
James Lindley	X					X		X	X	X	X	X
Dennis Hansberger			X	X	X	X	X		X	X	X	X
Gary Ovitt	X			X	X			X	X	X	X	X
Gwenn Norton-Perry	X			X		X	X	X			X	
Bill Postmus	X			X	X	X	X	X			X	X
Rick Roelle			X		X	X	X	X			X	

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.

*The Administrative Committee did not meet in February.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 3

Date: August 9, 2006

Subject: Procurement Report for July 2006

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Administrative Committee for the month of July 2006.

Financial Impact: This item imposes no impact on the FY 2006/07 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item is scheduled for review by the Administrative Committee on August 9, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

ADM0608a-tjm.doc
ISF07

Approved
Administrative Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

PURCHASE ORDERS ISSUED FOR JULY 2006

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
7029	Gladstein & Associates	Consulting Services on ICTC	Y	\$ 25,000
7030	L.A. Metro. Trans. Authority	Regional Rideshare Marketing & Outreach	N	16,297
7031	Jill Kollmann & Associates	Call Box Revenue	Y	10,030
7032	Jill Kollmann & Associates	Consulting Services	Y	14,450
7033	Bernard Arroyo, JETT Consulting	Provide Consultation for FSP Program	Y	15,000
7034	Bernard Arroyo, JETT Consulting	Provide Consultation for Call Box Program	Y	10,000
7040	Padilla & Associates, Inc.	DBE Related Services	N	24,450
7041	O'Melia Consulting	L RTP Revenue Forecasting of Fed. & TDA Prog.	Y	18,650
7042	Terry Haines	On Call Right of Way Support	Y	25,000
7051	TH Enterprises Inc.	Enhanced Revenue Recognition	N	8,500
7052	Economics & Politics, Inc.	Economic Quarterly Production	Y	12,000
		TOTAL PURCHASE ORDERS ISSUED		\$179,377

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: August 9, 2006

Subject: Appropriations Limitation for Fiscal Year 2006/2007

Recommendation:* Adopt Resolution 07-003 to establish appropriations limit at \$778,093,010.

Background: Article XIIB of the California Constitution specifies that the appropriations limit of state and local governments may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above mentioned requirements Resolution 07-003 has been prepared and is attached for review and adoption. The Ordinance 89-1 (Measure I) established the original appropriations limit of \$250,000,000. Resolution 07-003 establishes the appropriations limit at \$778,093,010 for Fiscal Year 2006/2007. The annual establishment of an appropriations limitation excludes federal grant funds.

The California Department of Finance provides the percentage change over prior year for the per capita personal income and the annual percent change in population. The calculation is reviewed and approved by independent auditors.

The previous limit, as approved by the Board of Directors, was \$733,061,069. This item adjusts the limit amount to \$778,093,010.

*

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Admin. Agenda Item
August 9, 2006
Page 2

Financial Impact: No fiscal impact. The 2006/2007 adopted budget with associated amendments is well below the proposed appropriation limit.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 9, 2006, and has also been reviewed by legal counsel.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

RESOLUTION NO. 07-003

**RESOLUTION
ESTABLISHING APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2006-2007**

WHEREAS, Article XIII B of the California Constitution and Sections 7900 through 7913 of the California Government Code require the establishment of an appropriations limit; and

WHEREAS, appropriations limits are applicable to funds received from the proceeds of taxes and interest earned on such proceeds.

NOW, THEREFORE, BE IT RESOLVED as follows:

San Bernardino County Transportation Authority hereby determines that pursuant to Section 7902(b) of the California Government Code, the appropriations limit for San Bernardino County Transportation Authority for Fiscal Year 2006/2007 is determined to be \$778,093,010.

Approved by the Board of Directors at a regular meeting thereof held this 6th day of September 2006.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

RES07003-tjm

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: August 9, 2006

Subject: SANBAG Policy on California Public Records Act – Request and Fees Policy

Recommendation:* Approve amendments to SANBAG Policy 10027, California Public Records Act Request and Fees Policy, to update information related to availability of documents and to increase the fees for single copy and bound documents.

Background: SANBAG Policy 10027 was adopted by the Board of Directors in April 2000. This item recommends approval of amendments as follows:

- Updates the description of written documents
- Provides reference to Government Code 325 et seq.
- Increases the fee for a single reproduced sheet from five cents to ten cents
- Increases the flat fee for bulk documents from five dollars to ten dollars
- Updates the policy relative to availability of agendas and staff reports on the SANBAG web site. Policy is attached with proposed amendments in **strikeout and bold**.

Financial Impact: This item has insignificant impacts to the adopted SANBAG budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 9, 2006.

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

*Approved
Administrative Committee*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

ATTACHMENT

Policy 10027 - California Public Records Act - Request and Fees Policy
(Page 1 of 2)

San Bernardino Associated Governments	Policy	10027
Adopted by the Board of Directors April 5, 2000	Revised	7/12/06 New 4/5/00
California Public Records Act - Request and Fees Policy	Revision No.	10

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[Purpose](#) | [Definitions](#) | [Policy](#) | [Revision History](#)

10027.1 PURPOSE

The purpose of this policy is to establish standards to be followed when receiving a request to inspect or copy public records and determine fees to be charged for the reproduction of public records as governed by the California Public Records Act (CPRA) Government Code 6250 et. seq.

10027.2 DEFINITIONS

- 2.1. **Direct Costs.** The actual value amount in dollars of reproducing materials or documents, to include equipment, supplies, and staff costs associated with copying the materials.
- 2.2. **Local Agency.** Includes a county, city, whether general law or chartered, city and county; school district, municipal corporation, district, political subdivision, or any board commission or agency thereof, other local public agency, or nonprofit entities that are legislative bodies or a local agency.
- 2.3. **Public Records.** Any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.
- 2.4. **Reproduction.** The act of making a copy or facsimile of existing documents and materials.
- 2.5. **Writing.** Handwriting, typewriting, printing, Photostatting, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored. ~~all papers, maps, magnetic tape, photographic films and prints, magnetic or punched cards, discs, drums, and other documents.~~

10027.3 POLICY

3.1. Introduction

SANBAG will respond to requests from individuals, persons, or elected officials to inspect or obtain copies of public records that are in existence within the guidelines established by the California Public Records Act. SANBAG public records are available for inspection during the normal business hours of the agency. Copies of public records requested by persons will be provided in a prompt manner in accordance with Government Code 625 et seq. and fees will be charged for direct reproduction costs associated with producing copies of public records.

3.2. Charges for Reproduction of Items

ADM0608A-DRB.doc

Attachment: ADM0608A1 - SANBAG Policy 10027, California Public Records Act
Request and Fees Policy

ATTACHMENT (Page 2 of 2)

Types of public records such as materials or documents that may have a fee charged for direct cost of reproduction include copies of agendas, support materials, or handouts; facsimiles of reports, surveys, maps, or data; and copies of correspondence and recorded meetings on audio or videotape. The following paragraphs list the fees that will be charged for copies or facsimiles of requested public records.

3.2.1. A charge of ~~ten~~five cents (\$~~05~~\$.10) per page for all paper documents copied.

3.2.2. A flat fee of ~~ten~~ five dollars (\$510.00) will be charged for documents over 100 pages when bulk printing is available. The actual cost of reproducing the document or the per page fee will apply for all documents over 100 pages when bulk printing is not available.

3.2.3. The actual purchase price of a recorded tape will be charged for a copy of a 90 or 120-minute audio or videocassette tape.

3.2.4. **Electronic copies of the face agendas and staff reports are available on the SANBAG web site** will be ~~provided~~ at no cost.

3.2.5. The actual charge of producing a copy of maps, plots, blueprints, and other graphical documents will be charged at the time of the request.

3.3. Exemptions from Charges

~~Materials~~**Agendas and routine notifications** will be provided to government agencies, member jurisdictions, the media, and affiliated organizations or individuals, **upon request**, as approved by the Executive Director at no charge. ~~The Executive Director will annually review the list of those receiving "no charge" materials to evaluate the appropriateness of the circulation and the impact to the agency to continue to provide no charge copies to these agencies.~~

10027.4 REVISION HISTORY

Revision No.	Revisions	Approved
0	New Policy. Adopted by the Board of Directors	4/5/00
1	Par. 10027.2, 2.5 Writing: Revised. Par. 10027.3, 3.2: Added "in accordance with Government Code 625 et seq." Par. 10027.3, 3.3: Increased fees (100%) from April 2000; added electronic copies of face agendas and staff reports are available on the SANBAG web site at no cost; revised exemptions from charges.	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: August 9, 2006

Subject: SANBAG Policies relative to Compensation Administration and Work Hours, Leaves, and Absences

Recommendation:*

1. Approve amendment to SANBAG Policy No. 10107, Compensation Administration, eliminating the reference to completion of probation; and
2. Approve amendment to SANBAG Policy No. 10111, Work Hours, Leaves, and Absences, providing for vacation leave after three months employment and eliminating the reference to completion of probation.

Background: In June 2003, SANBAG Policy 10110, Employment Status and Classification, was modified to increase the probationary period for non-exempt employees from six months to one year. At that time, SANBAG staff inadvertently overlooked references to two policies which contained provisions related to the probationary period. This item seeks to correct that oversight and make technical changes to existing policies.

It is recommended that SANBAG Policy No. 10107, Compensation Administration, be amended to eliminate the reference to satisfactory completion

*

*Approved
Administrative Committee*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

ADM0608B-DRB

Attachment(s):

Policy 10107 – Compensation Administration – Draft Excerpt

Policy 10111 – Work Hours, Leaves, and Absences – Draft Excerpt

ISF07

Administrative Committee Agenda Item

August 9, 2006

Page 2

of the probationary period before non-exempt employees are eligible for a one-step increase after six months of employment. Under Policy 10110, non-exempt employees would continue to be on probationary status for an additional six months. This amendment does not amend any provisions related to salary adjustments.

It is also recommended that SANBAG Policy 10111, Work Hours, Leaves, and Absences, be amended to eliminate the reference to completion of the probationary period prior to using accrued vacation leave at the discretion of the supervisor. SANBAG employees must complete three months of employment prior to using accrued vacation leave. This amendment would allow non-exempt employees to utilize accrued vacation leave after three months of employment and potentially prior to the end of their probationary period, at the discretion of the supervisor.

Financial Impact: This item has no financial impact upon the adopted 2006/2007 budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 9, 2006, and has been submitted to SANBAG Counsel for review.

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

ADM0608B-DRB

Attachment(s):

Policy 10107 – Compensation Administration – Draft Excerpt

Policy 10111 – Work Hours, Leaves, and Absences – Draft Excerpt

ISF07

San Bernardino Associated Governments	Policy	10107
Adopted by the Board of Directors August 7, 1991	Revised	7/12/06 5/5/04
Compensation Administration	Revision No.	<u>4</u> 3

VIII. GUIDELINES FOR ADJUSTING INDIVIDUAL SALARIES

A. First Step Advancement

The new employee shall be eligible for the first step advancement as follows:

1. Support Staff

New support staff employees may be eligible to receive a one-step increase following their initial 1040 service hours in the position, ~~satisfactory completion of their probation,~~ and upon recommendation of the supervisor. Support staff may be eligible for subsequent step advancement 2080 service hours thereafter.

B. Subsequent Step Advancements

Evaluations for advancement to subsequent steps occur after another 2080 service hours. The evaluation date is established to coincide with completion of 2080 service hours after the effective date of the last step advancement.

Example: For a new support staff employee who started in January 2000, successfully completed ~~the probationary period of~~ 1040 service hours, and upon recommendation of the supervisor had a first step advancement that was effective in June 2000, the next evaluation would be after 2080 service hours, normally sometime in June 2001.

XIII. REVISION HISTORY

Revision No.	Description of Changes	Adopted
0	New Policy adopted by the Board of Directors.	8/7/91
1	Policy revision adopted by the Board of Directors. Revised paragraph on support staff increases to remove "...and may be given a one-step increase, based on merit, six months following probation..."	7/1/92
2	Changed "Executive staff" to "Senior management" throughout text. Changed "6 months" to "1040 work hours" and "one year" or "annual" to "2080 work hours" throughout text. Para. I: Revised. Para. II: REFERENCES: Added. Para. III: Revised. Para. IV: Added. Para. V: Revised. Para. VI through XIII: Added.	01/09/02
3	Par VIII.A.2.b through e: Added new text on Administrative/Professional Group classification series ranges and steps. Par. VIII.A.3: Added new text on Senior Management ranges.	5/5/04
<u>4</u>	<u>Par. VIII.A.1: Deleted "...satisfactory completion of probation..."</u> <u>Par. VIII.B.Example: Deleted "...the probationary period of ..."</u> and added <u>"...upon recommendation of the supervisor..."</u> .	

ADM0608B-DRB

Attachment(s):

Policy 10107 – Compensation Administration – Draft Excerpt

Policy 10111 – Work Hours, Leaves, and Absences – Draft Excerpt

ISF07

San Bernardino Associated Governments	Policy	10111
Adopted by the Board of Directors	April 3, 1991	Revised 6/7/06 7/12/06
Work Hours, Leaves, and Absences	Revision No.	6 7

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[Purpose](#) | [Authorization](#) | [References](#) | [Definitions](#) | [Work Standards](#) | [Vacation Leave](#) | [Sick Leave](#) | [Medical Emergency Leave](#) | [Administrative Leave](#) | [Holiday Leave](#) | [Pregnancy Disability Leave](#) | [Family Medical Leave](#) | [Blood Donor Leave](#) | [Jury Duty and Witness Leave](#) | [Military Leave](#) | [Special Leave](#) | [Unauthorized Absence](#) | [Revision History](#)

I. PURPOSE

The purpose of this policy is to establish standards for work hours, leaves, and absences.

VI. VACATION LEAVE

Employees in regular full-time positions accrue vacation leave as listed in Table 1. Part-time regular employees accrue vacation leave at a pro-rated rate depending on hours worked.

Vacation Leave, Table 1

Length of Service from Benefit Date	Annual Vacation Allowance	Maximum Unused Balance Allowed
	Full Time	Full Time
- From start of hire through year four - Pay periods 1 to 104	80 hours	160 hours
- From year five through year 9 - Pay periods 104 to 234	120 hours	240 hours
- Greater than nine years - Pay periods over 234	160 hours	320 hours

A. Vacation leave accrues from first day of hire but is not available for use by employee until three months after hire or upon completion of a probationary period (if applicable), ~~whichever is later~~ **at the discretion of the supervisor.**

B. All accrued vacation leave will be paid upon retirement, separation, or death of the employee.

C. Employees that are terminated, resign, separate, or retire from service shall not be allowed to use vacation leave to extend their employment past the last date of work, unless approved by the Executive Director.

D. The Executive Director is authorized to credit new employees with prior public service based upon previous employment for purposes of setting the vacation accrual rate. The Executive Director is also authorized to credit new employees for contract service with the SANBAG for the purpose of establishing vacation accrual rate.

ADM0608B-DRB

Attachment(s):

Policy 10107 -- Compensation Administration -- Draft Excerpt

Policy 10111 -- Work Hours, Leaves, and Absences -- Draft Excerpt

ISF07

San Bernardino Associated Governments	Policy	10111
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E. Excess vacation leave may be converted to cash. The minimum amount of vacation leave that can be converted to cash is 40 hours.

1. Employees wishing to convert vacation leave to cash must state in writing (using the "Leave Cash-Out Election Agreement" form for the upcoming calendar year) to Finance the total amount of vacation hours being converted prior to December 31st of each calendar year.
2. A ten percent penalty on leave cash-outs will be imposed for any cash-out that is not irrevocably elected in the prior calendar year. This requirement is mandated by the Internal Revenue Code.
3. An employee may convert vacation leave to cash on a quarterly basis provided that a minimum of 40 hours for regular full-time employees or half the annual accrual for part-time employees of vacation leave has been used during the previous 12 months.
4. Only vacation leave accrued in the current calendar year is eligible to be converted to cash without penalty.

XVIII. REVISION HISTORY

Revision No.	Revisions	Adopted
7	Par. VI.A: Revised from "whichever is later" to "at the discretion of the supervisor". Note: Revised Policy 10110, Employment Status and Classification was approved by the Board on 6/4/03 to extend the probationary period from 1040 service hours to 2080 service hours. The change to this Policy 10111 enables the supervisor to allow a new employee to take vacation before the probationary period ends.	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: August 9, 2006

Subject: Smith, Watts & Co. Contract Extension for State Advocacy Services

Recommendation:* Approve Amendment No. 1 to Contract 03-007 to extend contract for state advocacy services.

Background: Attached are proposed amendments to extend the contract held with Smith, Watts & Co. for state advocacy services on behalf of SANBAG.

The original contract for state advocacy services was entered into agreement on October 9, 2002, with a start date of October 1, 2002, for a term of four years; the contract expires on September 30, 2006. This contract was held jointly with the Riverside County Transportation Commission (RCTC) and RCTC reimbursed 50 percent of the contract cost.

The original contract included terms and conditions that would allow for changes to be made upon written approval, as deemed necessary. The provisions of the contract also provided for an opportunity to extend the length of the contract for up to two years (one legislative session).

Staff recommends extending the contract held for state advocacy services for two years, until September 30, 2008. This recommendation is based on the following reasons:

*

*Approved
Administrative Committee*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

- The November ballot will include the state's transportation infrastructure initiative. Organized efforts to provide information on this needed funding source are already underway. Allowing Smith, Watts & Co. to continue advocacy efforts without a break in service is in our best interest.
- Items on the board approved legislative work program and board approved directives, such as design-build and designating freeway segments in memoriam, are ongoing and will be carried over into the next legislative session. Smith, Watts & Co. has demonstrated a proven results-driven record to promote the board approved legislative work program.
- The firm's institutional knowledge of transportation issues deemed important by the SANBAG Board of Directors is unsurpassable. Regular communication with SANBAG staff, specifically with the Director of Intergovernmental and Legislative Affairs has provided advice and insights to the ever-changing nuances of the state's legislative process.

In addition to extending the term of the contract held with Smith, Watts & Co. until September 30, 2008, the following modifications to the existing contract are included in this amendment:

- RCTC has decided to seek a separate contract for state advocacy services. As a result, RCTC will no longer share 50 percent for the cost of the contract. Contract costs to SANBAG in the coming years will be comparable to costs in past years. References to RCTC are eliminated.
- References to Will Kempton are eliminated as he is no longer a partner with the firm.
- SANBAG contact information has been updated.

SANBAG staff has confirmed no foreseen changes to the firm's organizational structure in the upcoming legislative session. That said, Smith, Watts & Co. has hired an internal resource, Steve Schnaidt, to better serve clients with technical services and research on budget or legislative matters.

Financial Impact: Funding to support the contract for state advocacy services is included within the SANBAG FY06-07 Budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 9, 2006, and has also been reviewed by SANBAG Counsel.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

SANBAG Contract No. 03-007-01

by and between

San Bernardino Associated Governments

and

Smith, Watts & Co.

for

State Advocacy Services

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>03-007-01</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>426,000</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ <u>111,000</u>
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 537,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>503C3007</u>	<u>5553</u>	<u>MI Valley Major Project</u>	_____	\$ <u>111,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 10/09/02 Contract Start: 10/01/02 Contract End: 9/30/06
 New Amend. Approval (Board) Date: 9/06/06 Amend. Start: 10/01/02 Amend. End: 9/30/08

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>0607</u> \$ <u>41,625</u>	Future Fiscal Year(s) – Unbudgeted Obligation → \$ <u>69,375</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 503CZZ07

If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes _____ %

Task Manager: Jennifer Franco

Contract Manager: Jennifer Franco

Task Manager Signature

Date

Chief Financial Officer Signature

Date

Contract Manager Signature

Date

Filename: CSS070300701

Form 28 06/06

AMENDMENT NO. 1

TO CONTRACT 03-007

By and Between

**SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
SMITH, WATTS & CO.**

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Smith, Watts & Co. referred to herein as "CONTRACTOR," have previously entered into a contract effective October 1, 2002, wherein SANBAG engaged CONTRACTOR to provide state advocacy services; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to extend the Contract for two additional years for CONTRACTOR to perform the agreed upon work;

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION VI. Insert the following language after the last sentence:

For services rendered from October 1, 2006 through September 30, 2008, CONTRACTOR shall receive compensation from SANBAG in the sum of \$4,500.00 per month, plus chargeable expenses not to exceed \$1,500.00 annually.

2. SECTION VI. Delete "Mr. Will Kempton" from the second sentence.
3. SECTION VIII. The first sentence of the first paragraph is amended to read as follows:

The term of this Agreement shall be shall commence on October 1, 2002, and continue through to September 30, 2008, unless terminated in writing by sixty (60) days written notice from one party to the other.

4. SECTION XXV. Addresses shall be changed as follows:

CONTRACTOR
Smith, Watts & Co.
980 Ninth Street, Ste. 1560
Sacramento, CA 95814
ATTN: President

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
ATTN: Executive Director

5. Delete all references to "Riverside County Transportation Commission" and/or "RCTC" from the contract.

6. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

SMITH, WATTS & Co.

Dennis Hansberger
President

Mark Watts
Partner

Date _____

Date _____

REVIEWED AND RECOMMENDED FOR
APPROVAL

Mark A. Grasso
Executive Director

APPROVED AS TO LEGAL FORM

Jean-Rene Basle, SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: August 9, 2006

Subject: Award of Contract C07010 for Disclosure Counsel

Recommendation:* Approve Contract C07010, Nossaman, Guthner, Knox & Elliott, LLP for Disclosure Counsel Services in an amount not to exceed \$100,000.

Background: At the Administrative Committee meeting on April 12, 2006, a request was made for the Administrative Committee to authorize the release of three RFPs: RFP 07-004 for Bond Counsel; RFP 07-005 for Investment Bankers; and, RFP 07-006 for Financial Advisor. The Committee authorized the release of the RFPs; and they were released on April 17, 2006.

SANBAG received proposals for Bond Counsel and Disclosure Counsel from nine firms on April 26, 2006. The proposals were reviewed by the SANBAG CFO and a representative of the San Bernardino County Counsel office. Three firms were selected for interviews for Bond Counsel and/or Disclosure Counsel: Orrick; Nossaman, Guthner, Knox & Elliott; and, Squire, Sanders & Dempsey. The interviews were completed on May 8, 2006. After the RFP process and interviews, the selection panel recommended that SANBAG select Orrick as Bond Counsel and Nossaman, Guthner, Knox & Elliott as Disclosure Counsel.

On May 10, 2006, the Administrative Committee received a status report for this procurement and unanimously recommended that the recommendations for

*

*Approved
Administrative Committee*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

selection of the Financial Advisor, Bond Counsel, Disclosure Counsel, and Investment Banking Team be submitted directly to the Board for approval.

On June 7, 2006, the Board of Directors approved the selection committee recommendations including Nossaman, Guthner, Knox & Elliott as Disclosure Counsel. The Board also authorized staff to prepare and submit contracts for Financial Advisor, Bond Counsel and Disclosure Counsel to the Administrative Committee for review. Contracts for Bond Counsel and Financial Advisor were approved by the Board on July 5, 2006.

The proposed contract for Disclosure Counsel has been reviewed by County Counsel. It is submitted in materially final form for review and approval at this Administrative Committee meeting. Staff recommends that the contract be for an initial term of 3 years with one 2-year option followed by two 1-year options for extension.. This term structure would allow the financing team to stay in place for at least the first three years of the new Measure I program and was approved for the Bond Counsel and Financial Advisor contracts.

Financial Impact: The contract with Disclosure Counsel is primarily based upon hourly rates for requested professional services, with fixed fee or not to exceed project costs negotiated for some financing related project services. The majority of the costs will be capitalized as costs of issuance in any future financing. A portion of the hourly rates for services are funded in Task 94207000 of the fiscal year 2006/2007 budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 9, 2006, and has also been reviewed by legal counsel.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

SANBAG Contract No. C07010

by and between

San Bernardino Associated Governments

and

Nossaman Guthner Knox & Elliott, LLP

for

Disclosure Counsel Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>NGKE1</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: Multi-year contract for Disclosure Counsel services for new Measure I Financing Program				
Original Contract:	\$ <u>100,000</u>	Previous Amendments Total:	\$ _____	
		Previous Amendments Contingency Total:	\$ _____	
Contingency Amount:	\$ _____	Current Amendment:	\$ _____	
		Current Amendment Contingency:	\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>100,000</u>	
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>94207000</u>	<u>545583</u>	<u>MI Major Projects</u>	<u>I300</u>	\$ <u>100,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>9/6/06</u> Contract Start: <u>9/6/06</u> Contract End: <u>9/6/09</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>20,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ <u>80,000</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>94207000</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Terry McGuire			Contract Manager: Terry McGuire	

Task Manager Signature _____

Date _____

Contract Manager Signature _____

Date _____

Chief Financial Officer Signature _____

Date _____

Filename: cssc07010-tjm

CONTRACT NO. C07010

AGREEMENT FOR DISCLOSURE COUNSEL SERVICES

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd day of August, 2006, by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS (collectively with the San Bernardino County Transportation Authority, "SANBAG") and NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP ("Consultant"), a LIMITED LIABILITY PARTNERSHIP.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by SANBAG on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing Disclosure Counsel Services to public clients, is licensed in the State of California, and is familiar with the plans of SANBAG.

2.2 SANBAG desires to engage Consultant to render certain consulting services for the issuance of bonds, notes or other evidences of indebtedness ("Issuance of the Indebtedness") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to SANBAG all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of SANBAG regarding the Issuance of the Indebtedness and on other programs and matters affecting SANBAG, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. Unless earlier terminated as provided herein, this Agreement shall have a term of three (3) years from the date of approval of the Board of SANBAG, subject to one extension for an additional two years, followed by two (2) extensions, each for an additional one (1) year, upon mutual consent. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. All applicable indemnification provisions shall remain in effect following the termination of this Agreement.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services as shall be set forth in connection with the Issuance of the Indebtedness by SANBAG and

its financing team, and agreed upon by the Consultant. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, SANBAG shall respond to Consultant's submittals and requests in a timely manner. Upon request of SANBAG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Consultant; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. SANBAG retains Consultant on an independent contractor basis and Consultant is not an employee of SANBAG. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of SANBAG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of SANBAG.

3.6 Substitution of Key Personnel. Consultant has represented to SANBAG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of SANBAG. In the event that SANBAG and Consultant cannot agree as to the substitution of key personnel, SANBAG shall be entitled to terminate this Agreement, pursuant to provisions of Section 3.17 of this Agreement. The key personnel for performance of this Agreement are as follows: Barney A. Allison.

3.7 SANBAG's Representative. SANBAG hereby designates Terence J. McGuire, Chief Financial Officer, or his designee, to act as its representative for the performance of this Agreement ("SANBAG's Representative"). Unless otherwise provided herein, SANBAG's representative shall have the power to act on behalf of SANBAG for all purposes under this Agreement. Consultant shall not accept direction from any person other than SANBAG's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates Barney A. Allison, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with SANBAG staff in the performance of Services and shall be available to SANBAG's staff, consultants and other staff at all reasonable times.

3.10 Appearance at Hearings. If and when required by SANBAG, Consultant shall attend or render assistance at public hearings or other meetings related to Issuance of the Indebtedness or necessary to the performance of the Services.

3.11 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from SANBAG, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to SANBAG for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.12 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting Issuance of the Indebtedness or the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SANBAG, Consultant shall be solely responsible for all costs arising therefrom.

3.13 Insurance.

3.13.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to SANBAG that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.13.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against any claims which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability.* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability.* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 combined single limit per accident; and (3) if Consultant has an employees, Workers' Compensation and Employer's Liability.- Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.13.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by SANBAG to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) SANBAG, its directors, officials, officers, employees and agents shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects SANBAG, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by SANBAG, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SANBAG, its directors, officials, officers, employees and agents shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any scheduled auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects SANBAG, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by SANBAG, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against SANBAG, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability. Consultant shall procure and maintain, for a period of five (5) years following any Issuance of the Indebtedness, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SANBAG; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to SANBAG, its directors, officials, officers, employees and agents.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SANBAG. If SANBAG does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of SANBAG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, or as reasonably necessary surplus lines insurers of the same rating, and satisfactory to SANBAG.

3.13.7 Verification of Coverage. Consultant shall furnish SANBAG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SANBAG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by SANBAG before work commences. SANBAG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.14 Compliance with Applicable Laws. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.15 Fees and Payment.

3.15.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services in an amount not less than Forty Thousand (\$40,000.00) and not more than an amount to be agreed upon between Consultant and SANBAG which shall not exceed Seventy Thousand Dollars (\$70,000.00) ("Total Compensation") for each Issuance of Indebtedness. If SANBAG develops a financing structure more complex than the average sales tax revenue bond financing, additional compensation may be paid subject to mutual written agreement.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.15.2 Payment of Compensation. Consultant shall receive its compensation on the closing date of the Issuance of the Indebtedness or shortly thereafter. The parties agree that Consultant shall not be entitled to any payment of any amount under this Agreement if the Issuance of Indebtedness fails to close for any reason.

3.15.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by SANBAG.

3.15.4 Extra Work. At anytime during the term of this Agreement, SANBAG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by SANBAG to be necessary in connection with the Issuance of the Indebtedness but which the parties did not reasonably anticipate to be part of Consultant's scope of services as disclosure counsel at the time of the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from SANBAG's Executive Director. Unless the parties agree to a flat rate charge for the Extra Work, compensation shall be based on the hourly rate of the attorney performing the Extra Work at the time the Extra Work is performed and the number of hours expended in connection with the performance of the Extra Work. If approved, the Extra work will become part of the Services.

3.16 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of SANBAG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.17 Termination of Agreement.

3.17.1 Grounds for Termination. SANBAG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those Services which have been fully and adequately rendered to SANBAG through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.17.2 Effect of Termination. If this Agreement is terminated as provided herein, SANBAG may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.17.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, SANBAG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.18 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other addresses as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONSULTANT: Nossaman, Guthner, Knox & Elliott, LLP Thirty-First Floor 445 South Figueroa Street Los Angeles, CA 90071-1602 Attn: Barney A. Allison	SANBAG: San Bernardino Associated Governments 1170 W. 3 rd Street, 2 nd Floor San Bernardino, CA Attn: Chief Financial Officer
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3.19 [Reserved]

3.20 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.21 Attorney's Fees. [Reserved]

3.22 Indemnification. Consultant shall defend, indemnify and hold SANBAG, its directors, officials, officers, employees, consultants, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SANBAG or its directors, officials, officers, employees, consultants, agents and volunteers. Consultant shall pay and satisfy any judgment, award, decree or settlement that may be rendered against SANBAG or its directors, officials, officers, employees, consultants, agents and volunteers in any such suit, action or other legal proceeding. Consultant shall pay for or reimburse SANBAG and its directors, officials, officers, employees, consultants, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by SANBAG or its directors, officials, officers, employees, consultants, agents and volunteers.

3.23 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing by both parties.

3.24 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.25 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.26 SANBAG's Right to Employ Other Consultants. SANBAG reserves the right to employ other consultants in connection with Issuance of the Indebtedness.

3.27 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of SANBAG. Any attempt to assign this Agreement without the prior written consent of SANBAG shall be null and void.

3.28 Prohibited Interests.

3.28.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SANBAG shall have the right to rescind this Agreement without liability.

3.28.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of SANBAG, during the term of his or her service with SANBAG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.29 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of SANBAG's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related SANBAG programs or guidelines currently in effect or hereinafter enacted.

3.30 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of SANBAG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.31 No Waiver. Failure of SANBAG to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.32 Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date first above written.

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

By: _____
Dennis Hansberger
President

Dated: _____

Approved as to form:

Jean-Rene Basle
SANBAG Counsel

**NOSSAMAN, GUTHNER, KNOX
& ELLIOTT, LLP**

By: _____
Barney Allison
Partner

Dated: _____

Exhibit A

Scope of Services

Consultant shall be responsible for performing the requisite "due diligence" in connection with the Issuance of the Indebtedness; will prepare the official statement or offering memorandum relating to the Issuance of the Indebtedness; will deliver its opinion to SANBAG that the official statement or offering memorandum contains no material representations or omits to state a fact necessary to make the statements in the official statement or offering memorandum not misleading; and will draft the dealer agreements or bond purchase agreement between SANBAG and the investment banks acting as dealers or bond purchasers.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: August 9, 2006

Subject: Investment Policy No. 20100

Recommendation:* Review and recommend approval of modification to Investment Policy No. 20100.

Background: The Board approved the amendments to the Investment Policy at the Board meeting on July 5, 2006. Since the approval action by the Board, one additional change to the policy has been identified that would be appropriate for consideration as a separate amendment to the Investment Policy.

The agency has included Local Transportation Funds (LTF) and State Transportation Assistance Funds (STAF) in its Combined Audited Financial Report for many years. The Board approved the staff recommendation to include the LTF and STAF funding in the agency's budget, beginning with the current FY 2006/2007 budget. The agency, acting as the County Transportation Commission, is responsible for the administration of these funds even though they are paid to, held by and invested by the County in the County pool. These funds have never been included in the agency's investment report.

Although these funds have to be held and invested by the County, staff is recommending that they be included in the agency's investment report. *Since

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

ADM0608d-tjm.doc
94207000
Attachment
Draft Investment Policy 20100

these funds have totaled as much as \$75 million, and this amount may increase, but is more likely to decrease over time, including the investment of these funds in the investment program and investment report will impact the investment program as well as the Investment Policy. The most important and immediate impact is that the current investment policy limits to 30% the portion of the agency's investments that can be invested in the County Pool. This 30% limit would be exceeded if these funds are included in the investment report and in the diversification constraints established in the Investment Policy. Staff recommends that the LTF and STAF funds be included in the investment report and that the Investment Policy be amended to have no limit on the percentage of funds to be invested in the County Pool. The California Government Code does not impose any restrictions on the agency's investments in the County pool.

Attached is an extract of the relevant section of the Investment Policy (marked for changes) recommended for discussion and approval by this committee.

Financial Impact: There is no impact to the FY 2006/2007 Budget. While this recommended amendment will increase the size of the investment portfolio, the percentage of the portfolio invested in the County pool, and the percentages of the existing portfolio that can be invested in other permitted investments, it is not expected to increase credit or market risk to the portfolio.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 9, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

San Bernardino Associated Governments	Policy	20100
Adopted by the Board of Directors October 2, 1996	Revised	8/9/06 7/5/06
Investment Policy	Revision No.	11 10

Table of Contents

Purpose | Policy | Investment Goals | Prudent Investor Standard | Scope | Delegation of Authority | Conflicts of Interest | Portfolio Maturity Limits | Allowable Investments for SANBAG Operating Funds | Additional Allowable Investments for Bond Proceeds Only | Prohibited Investment Transactions | Investment in "Derivative" Securities | Leveraging | Safekeeping of Securities | Competitive Bidding of Investments | Broker/Dealers | Quarterly Reporting | Annual Submission of Investment Policy | Revision History |

IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

Investment of SANBAG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

I. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 80% of SANBAG's operating funds or \$40 million, whichever is less.

J. San Bernardino County Investment Pool

~~Investment in the San Bernardino County Investment Pool may not exceed 30% of SANBAG's operating funds.~~

K. Insured savings accounts

L. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SANBAG's investment portfolio. Further, no more than 10% of SANBAG's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/3/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.18 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1, 20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: August 9, 2006

Subject: Marion Ashley, Riverside County Board of Supervisors, letter regarding creation of an Inland Empire Metropolitan Planning Organization (MPO)

Recommendation:* Discuss the creation of an Inland Empire MPO and provide direction.

Background: On July 14, 2006 Marion Ashley, Riverside County Supervisor, and Riverside County Transportation Commission (RCTC) Chair, sent the attached letter to Eric Haley, Executive Director, RCTC, requesting RCTC staff to conduct a comprehensive study on the viability of forming an Inland Empire MPO. The letter also requested that this study be based on discussion with SANBAG.

Staff requests direction regarding the level of efforts SANBAG will assert to this discussion before aggressively pursuing the study. SANBAG will solicit input from RCTC on the direction they intend to follow.

Financial Impact: The comprehensive study of an Inland Empire MPO will require a notable expenditure of SANBAG personnel resources. Formation of an Inland Empire MPO would have substantial financial impacts, which require would be part of the initial study. This activity is not approved in the adopted SANBAG Fiscal Year 2006/07 budget.

Reviewed By: This item will be reviewed by the Administrative Committee on August 9, 2006.

Responsible Staff: Tony Grasso, Executive Director

*

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

County of Riverside



SUPERVISOR MARION ASHLEY
FIFTH DISTRICT

JUL 15 2006

Mr. Eric Haley, Executive Director
Riverside County Transportation Commission
4080 Lemon Street Third Floor
Riverside, California 92501

July 14, 2006

Dear Mr. Haley: *ERIC*

I am writing this letter to request that you conduct a comprehensive study into the viability of establishing our own Metropolitan Planning Organization (MPO) for the Inland Empire.

This report should be based on discussions with SANBAG; meetings with groups of elected officials and representatives of critical business interests; an analysis of the costs, staffing and the statutory challenges we will face on several government levels; and the benefits to the Inland Empire of a separate, free-standing MPO.

I recognize that if we undertake this endeavor it will take approximately two years to accomplish and that it is critical that we follow an orderly process. With that in mind, please provide a timeline with milestones that outlines a proposed course of action.

Please plan to present a report on your study by the end of September. This is when I would like the entire commission to review it. Now is the time for all good men to come to the aid of their country.

If you have any questions regarding this request, please do not hesitate to call me.

Very truly yours,

Marion
MARION ASHLEY
5th District Supervisor
Chairman, RCTC

MA:DL

Cc: Riverside County Board of Supervisors
San Bernardino County Board of Supervisors
RCTC Member Agencies
SANBAG Member Agencies
Larry Parrish, Riverside County Executive Officer
Mark Uffer, San Bernardino County Administrative Officer
Tony Grasso, SANBAG Executive Director
Rick Bishop, WRCOG Executive Director

SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996